

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

FILED
U.S. DISTRICT COURT
DISTRICT OF NEBRASKA

2009 APR -1 PM 2: 56

OFFICE OF THE CLERK

UNITED STATES OF AMERICA,

Plaintiff,

v.

MIDWEST FARM SERVICE CO. INC.,

Defendant.

4:09 ER P 3000

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, Plaintiff, the United States of America, by and through its counsel of record, JOE W. STECHER, United States Attorney, and ALAN L. EVERETT, Assistant United States Attorney, and the Defendant, MIDWEST FARM SERVICE CO. INC., (MIDWEST FARM), by its attorneys, hereby agree as follows:

1. MIDWEST FARM will waive indictment and plead guilty to the Information appended hereto as "Exhibit A". The information charges MIDWEST FARM with violating Title 29, United States Code, §666(e). MIDWEST FARM acknowledges that upon conviction the Court may impose a fine of not more than Five Hundred Thousand dollars pursuant to Title 18, United States Code, §3571(c)(4). MIDWEST FARM further acknowledges that it will be subject to a mandatory special assessment in the amount of Fifty dollars, as required by Title 18, United States Code, §3013.

2. Upon entry of a Judgment of Conviction and the payment of the criminal fine set forth in Paragraph 2 above of this Agreement, the United States Attorney's Office for the District of Nebraska agrees that it will not prosecute MIDWEST FARM, or any of it's current

or former directors, officers, employees or agents for any offenses which were the subject of the investigation conducted by the United States Attorney for the District of Nebraska, including the conduct set forth in the Information.

3. Subject to the Court's approval of this Plea Agreement, within thirty (30) days of the entry of the guilty plea, MIDWEST FARM will pay a total criminal fine of Twenty Five Thousand dollars (\$25,000). MIDWEST FARM also agrees to pay the special assessment of Fifty dollars to the Clerk of the United States District Court on or before the date of the arraignment on the charge set forth in Paragraph 1, above.

4. The parties agree that the sentence will also include a two year period of probation. One of the conditions of probation will require MIDWEST FARM to notify OSHA of each and every worksite where its employees, or employees over which it exercises control, will perform work prior to commencing any activity at the identified location; will advise OSHA whether a trench will be opened at the identified location; will comply with all applicable OSHA regulations and will allow OSHA representatives to enter the worksite and inspect without assertion of its 4th Amendment rights.

5. The parties further agree that after MIDWEST FARM has served one year of probation it may request early termination of the term of probation. The government will not object to this request if OSHA has been satisfied with all inspections, if there have been no new OSHA violations during probation, and if MIDWEST FARMS has otherwise complied with all conditions of probation and this plea agreement. The Court is not bound, by this plea agreement, to grant any such request for early termination of probation.

6. It is agreed that if the Court refuses to accept any provision of this Plea Agreement, neither party shall be bound by any of its provisions, the United States may seek to dismiss the Information without prejudice and MIDWEST FARM will not object to such dismissal, MIDWEST FARM may withdraw its plea of guilty if such plea has been entered, and no statement in this Plea Agreement or its attachments will be admissible against either party in any proceedings.

7. The parties agree that no appeal will be taken by either MIDWEST FARM or the United States of any issue relating to settlement discussions, the settlement process, entry of the guilty plea or the sentence, provided that the Court accepts the plea of guilty and sentences the corporation in accordance with this Plea Agreement.

8. No additional promises, agreements or conditions other than those referenced in this Plea Agreement have been entered into, and none will be entered unless in writing and signed by all parties.

DATED this 28th day of February, 2009.

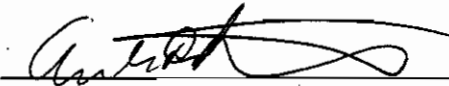
UNITED STATES OF AMERICA

JOE W. STECHER
United States Attorney, D.NE.

MIDWEST FARM SERVICE CO. INC.

By: 

By: /s/ Alan L. Everett
ALAN L. EVERETT #15387
Assistant United States Attorney

And: 
ANDREW STROTMAN,
Attorney for MIDWEST FARM